

# **STANDARD TERMS AND CONDITIONS**

CITY OF MILWAUKEE

DOA-BUSINESS OPERATIONS DIVISION

## **Request for Proposal**

### **1. HOW TO RESPOND:**

All proposals shall be in writing and all prices and amounts (where applicable) stated in figures.

If any of the terms and conditions prevent you from responding, consideration will be given, if possible, to a request for a change. This request must be submitted to the office of the DOA-Business Operations Division in writing seven (7) days prior to the proposal closing, and if granted, it will require sending an addendum to all prospective responders.

### **2. HOW TO AMEND A REQUEST FOR PROPOSAL BEFORE DUE DATE AND TIME:**

After a Request for Proposal has been filed with the DOA-Business Operations Division, the responder desires to amend the proposal, PROPOSER MAY DO SO BEFORE THE DUE DATE AND TIME set for the receipt of proposals in the Request for Proposal by filing an amendment fully identified with the original proposal submitted by number, commodity or service. All the conditions and provisions of the original proposal will be in effect. NO REQUESTS FOR PROPOSAL OR AMENDMENTS WILL BE ACCEPTED AFTER THE DUE DATE AND TIME FOR RECEIPT OF PROPOSALS AS SPECIFIED IN THE REQUEST FOR PROPOSAL. This does not preclude the City from requesting additional information and/or clarification.

### **3. CONTRACT AND EXECUTION OF CONTRACT:**

Unless otherwise specified in the Request for Proposal, the successful responder agrees to enter into the contract on the form prepared by the City, a copy of which will be on file in the office of the DOA-Business Operations Division.

The executed contract shall be returned to the DOA-Business Operations Division by the Contractor within 20 days after the receipt of the contract.

### **4. DELAYS IN DELIVERY:**

Delays in delivery caused by any bona fide strikes, government priority of requisition, riots, fires, sabotage, acts of God, or any other delays deemed by the DOA-Business Operations Division to be clearly and unequivocally beyond the contractor's control will be recognized by the City. The contractor may be relieved of the responsibility of meeting the delivery time as stipulated in the contract upon contractor's filing with the DOA-Business Operations Division just and true statements requesting an extension of delivery, signed by the contractor and giving in detail all the essential circumstances which, upon verification by the City, justify such action under the provisions of this section by the DOA-Business Operations Division.

### **5. FAIR EMPLOYMENT PRACTICES:**

All proposals shall be subject to the provisions of Section 109-45 of the Milwaukee Code of Ordinances relating to prohibition of discrimination in employment. This provision shall be applicable and incorporated as part of any contract or proposal award.

## **6. NON-DISCRIMINATION:**

In performing in accordance with the terms of the RFP, the contractor agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories as defined in Section 109-45 of the Milwaukee Code of Ordinances. Contractor is required to include a similar provision in all subcontracts. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to insure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided by the contracting officer setting for the provisions of the nondiscrimination clause. Wisconsin Statutes 16.765 (1) and (2) and provisions of section 109-45 of the Milwaukee Code of Ordinances.

## **7. SPECIAL CONDITIONS PERTAINING TO FORMAL CONTRACT EXCEEDING \$30,000:**

When an award is made and the total amount exceeds \$30,000 or when the consideration can reasonably be interpreted to exceed a value of \$30,000, such an award shall not be deemed to be an acceptance by the City. Acceptance by the City shall not be effective until such acceptance is evidenced by the delivery of a formal written contract to the successful proposer and prior to its execution the City Attorney's office has first approved the provisions of said agreement, contract or instrument and said fact appears in writing on the face of such agreement, contract or instrument

## **8. LICENSES AND PERMITS:**

Proposers shall have any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their proposals if required.

## **9. ADDITIONAL CONTRACT TERMS:**

As a condition of the proposal the proposer also agrees to accept the following conditions and terms which will be a part of the contract:

- a. Contractor shall not assign this contract or any interest therein, nor sublet the same, or any part thereof, without the consent in writing of the DOA-Business Operations Division being first obtained, and that if the party of the first part shall so assign or sublet, with such consent, then the DOA-Business Operations Division shall have the right, in its discretion, to rescind the contract and to declare the same null and void.
- b. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the DOA-Business Operations Division, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- c. Contractor will save, indemnify and keep harmless the City of Milwaukee against all loss, liability, judgments, costs and expenses which may in anyway come against said City by virtue of the infringement of any patents or patents in any manner in connection with the work or materials furnished under this contract.
- d. Contractor assumes full liability for all of its acts or omissions in the performance of this contract. Contractor will save and indemnify and keep harmless the City of Milwaukee against all liabilities, judgments, costs and expenses which may be claimed against the City in consequence of the granting

of this contract to said contractor, or which may result from the carelessness or neglect of said contractor, or the agents, employees or workmen of said contractor in any respect whatever. If judgement is recovered, whether in suits of law or in equity, against the City by reason of the carelessness, negligence, whether by acts of commission or omission, of the contractor such persons, firms or corporations carrying out the provisions of the contract for the contractor, the contractor assumes full liability for such judgement not only as to the amount of damages, but also the cost, attorneys fees or other expenses resulting therefrom.

- e. If contractor shall fail to fully and completely perform the contract within the time limited for the performance thereof, contractor shall and will pay the City, as liquidated damages for such default, the amount as indicated in the RFP as an assessment for delay in completing said contract, after the expiration of time limited for its completion.
- f. Failure or neglect of the DOA-Business Operations Division to require compliance with any term or condition of the contract or the scope of services shall not be deemed a waiver of such term or condition.
- g. The award of a contract by the City of Milwaukee does not grant permission to commercially advertise such an award unless specific authority is granted by the City Purchasing Director.
- h. The contractor covenants and agrees that as a proposer, contractor is the only one interested in this contract; that no person or corporation other than named has any interest in the proposal or in the contract. Contractor covenants and agrees that: the proposal was made without any understanding, agreement, or connection with any person, firm or corporation making a bid for the same supplies; and the proposal is in all respects fair and without collusion or fraud; no officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect, in this contract. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this contract.
- i. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of the Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, et seq. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of Agreement, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.
- j. FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION: The City of Milwaukee reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

#### **10. INSURANCE:**

If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.

#### **11. RESPONSES TO REMAIN OPEN:**

Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the RFP is finalized, or a minimum of sixty (60) days unless otherwise specified following the date set forth for the receipt and filing of the response to the Request for Proposal.

#### **12. PRICING:**

Vendors may submit lower pricing than U.S. Government contract prices. The City is exempt from the Robinson-Patman Act. Quotation must conform to government regulation on prices and wages.

**13. APPLICATION OF TERMS AND CONDITIONS:**

All terms, conditions, and scope of services included in the document apply to any subsequent award.

**14. DOA-BUSINESS OPERATIONS DIVISION – PROCUREMENT SERVICES SECTION RESERVES THE RIGHT TO:**

Accept or reject all or part of any proposal submitted and accept such proposal deemed to be in the best interests of the City;

Reject any and all proposals received in response to this request;

Accept a proposal that is not the lowest cost;

Request clarification regarding any proposal;

Make a partial award, or not make any award.

**15. INTEREST IN CONTRACT:**

No officer, employee or agent of the City of Milwaukee who exercises any functions or responsibilities in connection with the review, approval or administration of this contract shall have any personal interest, direct or indirect, in this contract.

**16. IMPORTANT – FAILURE OF COMPLIANCE:**

Failure on the part of the responder to comply with all of the instructions and terms of the Standard Terms and Conditions may result in proposal rejection by the DOA-Business Operations Division, and/or cancellation of orders without liability to the City.